



City of Takoma Park
Fiscal Year 2025 Proposed Budget
July 1, 2024 – June 30, 2025

City Council FY25 Budget Questions- Set 1

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1. Current and proposed number of vehicles assigned to patrol duty officers vs. total number of vehicles? I presume some number of vehicles are assigned to detectives or are unassigned? (Gibson)

All of the vehicles scheduled for replacement in FY25 are marked patrol vehicles. All sworn officers are issued vehicles. A total of 33 of our 43 officers are assigned to uniformed patrol. The other ten are assigned as detectives, plain clothes officers, or command staff. We do have a certain number of spare vehicles to be utilized by staff when their vehicles are down for maintenance or other reasons (accidents etc.).

Breakdown of vehicles: 56 total vehicles

- 39 Marked patrol Vehicles (33 in use by officers and 6 spares)
- 2 electric parking enforcement vehicles (not take-home vehicles)
- 1 property and evidence van (not a take home vehicle)
- 1 Emergency Response Team van (used for ERT deployments)
- 13 unmarked vehicles (7 used by command staff and six by detectives)- we currently have no unmarked spare vehicles and several in our fleet that have been previously scheduled to be deadlined but are still in the fleet due to delays in acquiring the new vehicles.

2. Annual percentage of vehicle miles traveled by the police force on-duty vs off-duty? (Gibson)

We do not track on-duty and off-duty miles traveled. Tracking such miles would be logistically challenging. The department's GPS units are attached to the Mobile Data Terminal (MDT) in patrol vehicles, not the vehicle itself. The MDT's are only on during working hours. In addition, not all of our vehicles have MDT's/GPS units, only marked units. For further reference, the department's Take Home Policy and Collective Bargaining Agreement is attached:

- Take Home Policy - Appendix 1
- Local 400 Collective Bargaining Agreement - Appendix 2

Please note that having take home vehicles is considered critical to departmental operations and essential for recruiting. Almost every department in the region offers take home vehicles to their police officers. Not having take home vehicles would adversely impact our recruiting and retention ability. Additionally, officers with take home vehicles are able to immediately respond to incidents when off duty. We have had to recall officers for significant incidents such as the recent bomb threat at the Motorkat, homicide incidents, and the January 6th insurrection. Without having take home vehicles officers would have to respond to the station in their own vehicles (without lights and siren), find a vehicle at the station and then respond, which would reduce their response time. Studies have also shown that vehicles operated by one driver, rather than several, last longer, have less wear and tear and maintenance related costs.

3. Total annual cost of police vehicles including ERR contribution and operational costs (maintenance, insurance and gasoline)? (Gibson)

Annual cost of police vehicles can be found on page 85 of the budget under “Repairs and Maintenance” and “Vehicle Fuel”.

4. Cost comparisons of comparable pursuit-rated EV vs hybrid vehicles? (Gibson)

The Chevy electric vehicle recently passed pursuit rated testing. The listed cost of a new 2024 Chevy Electric vehicle without equipment is \$60,215. The Ford Hybrid SUV without equipment is approximately \$47,000. The City’s does not currently have the infrastructure to support an EV fleet, therefore, among other considerations, the City will need to factor in the cost of charging stations.

5. Police description or specifications included in “pursuit rated” vehicle package? (Gibson)

The pursuit rating criteria is developed by the Michigan State Police and is universally accepted.

Link to all 2024 vehicles rated by the Michigan State Police: <https://www.michigan.gov/msp/-/media/Project/Websites/msp/training/MY2024-Police-Vehicle-Evaluation-Test-Book.pdf?rev=a92d7115b6a641fb8e156524bc14d1b8&hash=729E6CAB2687057B7CD1C1CA5600BAE0>

Required Features:

- Pursuit Rated for High Speed Maneuvering and Safety
- Police Hybrid Intelligent and Calibrated AWD System
- Police Programmed Stability Control System
- 75MPH Rear-Impact & Crash-Tested Rating (highest in class) with specifically designed crumple zones
- Pre-Collision Assist with Pedestrian Detection
- Heavy Duty Coolant System and High Capacity Radiator to Withstand Extreme Temperatures and Idle Times
- Heavy Duty 220amp & High-Power Alternator for Emergency Equipment Needs
- Heavy Duty Calipers and Rotors for Extreme Breaking

Optional Features:

- Heavy Duty Recovery Tow Hooks
- Anti-Stab Front Seat for Prisoner Transport
- Ergonomically designed for safe prisoner transport systems
- Police Perimeter Alert System- alerts occupants of potential threat and rolls up windows and locks doors
- Rear camera for perimeter safety
- Ballistic Bullet Proof Doors Pane

6. How were LIDC recommendations incorporated into the FY25 budget? What are the LIDC project next steps in FY24, FY25 and beyond? (Gibson)

The City is waiting for the final deliverables which are expected in May 2024. Once received we will develop a list of projects - small, medium and large - and develop a schedule and budget based on the current annual allocation of stormwater funds. The Capital Improvement Program five-year plan includes stormwater dollars to address LIDC recommendation in FY25 – FY29.

7. How is the City preparing for fleet electrification in FY25? Have future costs been incorporated into the ERR? (Gibson)

To date the viable options for fleet conversion to electrical vehicles are limited to the City’s regular vehicles. The City is currently converting its regular fleet of vehicles as they come up for replacement.

The Police have moved to hybrid vehicles for this year and will be evaluating EV for out years. As the City considers an EV police fleet, it will need to also need to develop a policy for take home police vehicles to address charging.

For the larger trucks in the City’s fleet, the available options are limited. The City’s Sustainability Manager is looking into EV grants, including planning grants. The Sustainability Manager will be developing a fleet transition policy as a deliverable for FY25.

8. Please share what data and information we have about the work being done by grantees of the Food Insecurity Grant Program (Searcy)

There are three grantees within the Food Insecurity Grant Program that are working on food distribution. Reporting for 2023 is available for the periods covering April 2023 to December 2023. The next quarter reporting is due later this month.

Freshfarm Markets: Develops partnerships with local organizations and works with them to deliver produce.

- Distributed 60 pre-packed fresh local produce bags for individual families on WIC on the Crossroads Market's last day in 2023.
- Developed a new partnership with CentroNía (Langley Park) with whom they’ve delivered 300 pre-packed fresh local produce bags for individual families in the previous quarter and \$500 in market vouchers for 25 individuals to shop at farmers markets earlier in the year.
- They will continue this partnership and plan to deliver pre-packed produce bags to the CentorNía Langley Park site to achieve their goal of 900 bags of produce.

Small Things Matter: Provides fresh produce, grocery store style, twice a month for low-income housing apartment residents at Hampshire Tower, Hillwood Village (now known as Colonnade at the Creek), Essex House, Parkview, Edinburgh House, and Cambridge & Winslow. This distribution style allows “shoppers” to select only what they will use, thereby eliminating food waste.

Meals on Wheels: Delivers meals directly to resident's homes.

- Over the first three quarters of the grant period they delivered 10, 676 meals to 44 unique Takoma Park residents, approximately 55% of which are low income and 43% BIPOC.

The Food Insecurity Program includes one grantee, CHEER, that utilizes grant funding for SNAP outreach.

CHEER: Has been working with Councilmembers to host community events in Wards 4 and 5. Through their work at the Crossroad Farmer's Market they determined that there were many rumors circulating regarding SNAP, especially in the Hispanic/Latino community. Based on this feedback, CHEER hosted SNAP workshops to educate residents about the program and encourage enrollment. Their Community Health Workers conduct continuous outreach in the community and provide assistance in Spanish, Amharic, and English.

Appendix:

TAKOMA PARK POLICE DEPARTMENT - GENERAL ORDERS



TITLE: Personal Patrol Vehicle (PPV) Program		NUMBER: 426
EFFECTIVE DATE: June 07, 2023		REVIEW DATE: June 06, 2026
New	<input checked="" type="checkbox"/> Amends	Rescinds
Dated; August 02, 2018		
AUTHORITY: Chief Antonio DeVaul		TOTAL PAGES: 6

I. Purpose: To establish policy, procedures, and guidelines for availability and operation of personal patrol vehicles (PPV) to sworn eligible officers for on-duty and off-duty use.

II. Policy: It shall be the policy of the Takoma Park Police Department to assign a Personal Patrol Vehicle (PPV) to eligible sworn officers for on-duty and off-duty use. Officers will recognize the additional responsibility that accompanies the off-duty operation of a marked police cruiser, particularly within the City of Takoma Park, including an expectation by citizens of assistance from the operator of the cruiser.

III. Program Goals: The Personal Patrol Vehicle Program is intended to:

- A. Raise community safety through increased police presence and visibility in the City of Takoma Park, to be accomplished by providing greater incentive for police officers to live in the City as members of the community.
- B. Improve officer retention and enhance the department’s recruiting posture by offering this incentive, which has substantial value to participants.

IV. Eligibility Requirements and Allocation:

- A. To become eligible for a PPV, an officer must meet the following criteria:
 1. Has successfully completed the required Field Training Officer program;
 2. Officially reside within the State of Maryland, and within a 40-mile direct line radius of any point on the city boundary of Takoma Park.
 3. Be in good standing with the Department (that is, not assigned to restricted duties or under suspension).
 4. Or regardless of criteria 1 or 2, be assigned to a unit or duty requiring a dedicated vehicle. Officers in such positions may be required to accept a personally assigned vehicle rather than be eligible for any type of vehicle allowance benefit as negotiated by their bargaining group, as a condition of holding that position.
 5. For officers in the PPV program and residing within Montgomery County, the PPV may be

used off-duty while in Montgomery County. Officers living outside of Montgomery County may only utilize the PPV, to and from work, to and from Court, training or other official business, or to and from part-time secondary employment within the city.

B. Vehicles will be allocated to the PPV Program based on availability of vehicles and the operational needs of the department. Departmental operational needs take precedence over the PPV Program. Eligibility Lists will be established and maintained to govern the order of assignment to eligible officers. Assignment of vehicles will be made in the following priority:

1. Needed for assignment (On-call, SAT, K-9)
2. Residency within the City of Takoma Park
3. Rank - above the rank of Corporal
4. Seniority as determined by the Local 400 Union Contract

V. Program Regulations:

The following regulations apply to all participating officers as well as those officers who may be assigned vehicles temporarily under special circumstances by appropriate command authority.

A. For those officers assigned a PPV because of assignments requiring them to be in an on-call status for at least one third of their time, PPV may be used off duty within the Baltimore-Washington Standard Metropolitan Statistical Area (B-WSMSA). Use outside the B-WSMSA requires approval of a Division Commander or the Chief of Police. The B-WSMSA is defined as the area, within Maryland, Virginia and D.C., encompassed by a 50-mile radius drawn from any boundary of the City of Takoma Park. Any of these officers living outside the City with assigned PPV due to their job assignment, may, in addition, operate the PPV within a 25-mile radius of their residence. For other officers in the program, residing outside Montgomery County, they may only utilize the PPV to and from work, to and from Court, training or other official business, to and from authorized part time secondary employment within the City, or for personal use conducted within a radius of one linear mile from any point of the City boundary. Those residing within Montgomery County, the PPV may be used off-duty while in Montgomery County.

B. While off duty, and within the constraints in the preceding paragraph, officers are allowed to transport civilian passengers and/or conduct personal errands while going to or from any authorized use conditions, as long as the errand is within the B-WSMSA. The operating officer will use a seat belt and ensure any passengers will use restraint devices.

C. Any vehicular accident involving a PPV will be reported to the Department in accordance with General Order Number 303, Departmental Accidents.

D. Any personal injury incurred by a Department Member or passenger while in a PPV will be reported to the Department using the reporting criteria for injured employees.

E. City vehicles will not be driven within four (4) hours of the ingestion **of any amount of alcohol**, nor by any officer who has ingested any drug that impairs the ability to operate the vehicle. Further:

1. No alcoholic beverages will be transported in the City vehicle except those beverages seized as evidence or contraband.

2. The PPV will not be used to frequent an alcoholic beverages store, bar, or similar establishments. Officers will always be cognizant of the image displayed to members of the public.

F. Officers who have current approved secondary employment requests, for work within the City of Takoma Park on file with the department, are authorized to use the PPV as part of the employment. The PPV **may not** be used for work outside the city.

G. While operating a PPV, officers will have an approved firearm, police credentials, and badge on their person. Handcuffs, a flashlight, departmentally issued WMD or civil disturbance gear, and a personally assigned portable radio will be available in the vehicle.

H. Clothing and attire must be such that it projects a favorable image of the department and does not create a safety hazard for the officer.

1. Officers are prohibited from wearing open toe sandals, shower shoes, or shoes with more than a 1" heel while operating a city vehicle.

2. The minimum acceptable attire for male officers is long pants or "Bermuda" style shorts, a sleeved shirt and shoes. Minimum standards for female officers are long pants or "Bermuda" style shorts, a skirt or dress, a sleeved shirt or blouse, and shoes.

3. Non-uniform attire will be clean and free of tears and holes.

I. Officers operating a PPV in non-uniform clothes will only make traffic stops when inaction would result in substantial public danger and reflect unfavorably upon the department.

J. PPV will not be used to carry excessively large or heavy loads or objects, which protrude from the trunk or windows, except in performance of official duties.

K. The portable radio and all weapons will be removed from the PPV when it is unattended except for a short period of time. For example, these items should be removed when parked overnight at the officer's residence. Body armor, uniform items and equipment will be placed in the trunk. The participating officer will ensure unauthorized persons do not handle department weapons or equipment.

L. Unattended PPV will be locked at all times.

M. PPV will be turned in to their division commander if the officer is on light duty, extended sick leave, disability or administrative leave, suspension, or the subject of a criminal investigation. Vehicles may be used and/or reassigned as determined by operational needs until such time as the officer becomes eligible for reinstatement to the program.

N. When out of the city during vacation or other leave periods of more than 7 days, vehicles normally will be stored at police headquarters. Keys will be provided to the appropriate division Commander.

O. Officers will not allow use of their PPV to officers not eligible for the program. Operational requirements may require temporary on-duty use of an assigned vehicle by another officer in exceptional circumstances as directed by a Division Commander.

P. No unauthorized person is permitted to operate a City vehicle except in a life-threatening emergency.

Q. Officers are prohibited from using their PPV while engaged in political activities (i.e. setting up signs, attending rallies, fund-raisers, etc.). No bumper sticker, decal, banner or placard of any type may be attached to a PPV without the permission of the Chief of Police.

VI. Operating Procedures:

A. While operating a PPV within radio service range in (The District, Montgomery, Northern Prince Georges, Southern Howard and Southern Frederick Counties) will monitor the police radio. Officers need not advise any jurisdiction's dispatcher when they operate a PPV either in or outside of the City, but **must** advise the appropriate jurisdiction's dispatcher when taking police action of any nature. Action taken outside of Takoma Park needs to be reported to the appropriate Departmental authority in as timely a manner as possible as required in any other general order governing such conduct.

B. While in the City, off-duty officers operating a PPV will take appropriate action on incidents or calls for service which come to their attention either in-view, through a citizen, or radio-monitored activity of a serious nature occurring within reasonable proximity to their location. In routine situations, the off-duty officer is expected to report the activity and assist until an on-duty officer(s) arrives or until released by the on-duty supervisor. In serious situations, the off-duty officer is expected to assist as necessary at the direction of the on-duty supervisor.

C. Minor incidents, to include disabled vehicles, stranded motorists, and citizens in need of assistance, encountered in the City while operating a PPV off duty may be handled and cleared by the off-duty officer. If a report is required, it will be done as soon as possible and submitted to any on-duty supervisor for approval.

D. Officers with civilian passengers will not become involved in high-risk activities until the passenger(s) have been discharged at a safe location.

Communications will be advised of the location where passengers are discharged.

E. Animals will not be transported routinely in PPV's (except designated K-9 vehicles).

VII. Compensation:

A. The off-duty use of a PPV has sufficient value to preclude off-duty officers from being compensated further for providing assistance in routine situations for short periods of time (less than 30 minutes).

B. When the on-duty patrol supervisor requests the off-duty officer's presence for 30 minutes or longer, the officer will qualify for compensation for the actual time worked. When an off-duty officer responds to a felony, or serious misdemeanor call, it may be necessary for the officer to remain involved to maintain the chain of custody of evidence.

VIII. Off-Duty Involvement (Outside the City):

A. Officers shall know and understand the limits and scope of their authority and only take enforcement action in those situations enumerated in the Annotated Code of Maryland and Takoma Park General Orders. (See G.O. 658.)

B. When deciding to take enforcement action outside the City, officers must consider the limitations of their communications capability.

C. Except in incidents **immediately** affecting public safety, officers **will not make traffic stops outside the City while off-duty**.

IX. Maintenance and Authorized Equipment:

A. Officers are responsible for the maintenance of their assigned vehicle and will keep all scheduled appointments for service, factory recalls, etc. Maintenance or repairs will only be performed under the direction of the City Department of Public Works.

B. City vehicles will be kept clean. Trash will be properly disposed of and not subject to public view.

C. Any addition or modification to vehicle equipment will require advance approval by the appropriate division commander and the Public Works Shop Supervisor.

D. The same items maintained in the vehicle for normal duty shall be carried when off-duty, including flares, knife, basic emergency medical kit, wrecking bar or other extraction device, clipboard, fire extinguisher, blankets, crime/accident scene sketch material, measuring tape, and Emergency Response Guidebook.

X. Suspension or Termination from Program: An officer may be suspended or terminated from the program for the following:

- A. Failure to properly maintain an assigned PPV
- B. Failure to comply with regulations and procedures of this general order
- C. Loss of police powers
- D. Placement in a limited or non-duty status.

XI. Inspection of PPV:

- A. There is no reasonable expectation of privacy by an employee within the confines of the PPV.
- B. The department reserves the right to inspect the contents and the condition of a PPV at any time at the direction of supervisory authority. If such inspection is to be done outside of regular duty or part time hours, the cause will be explained in writing to the appropriate Division Commander
- C. Supervisors will be expected to conduct a documented (TPPD Form 600-007) inspection of their assigned employees' PPV at least yearly, unless otherwise directed to do so with greater frequency.

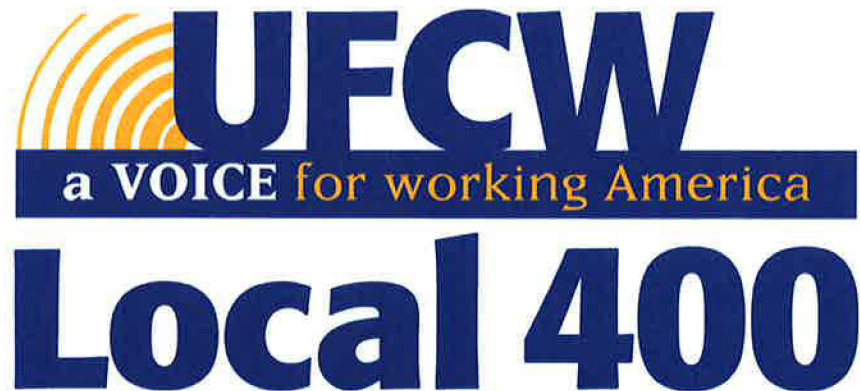
AGREEMENT

THIS AGREEMENT, MADE BY AND BETWEEN

LOCAL 400

Chartered by the

United Food & Commercial Workers International Union



and

CITY OF TAKOMA PARK, MARYLAND

Effective: July 1, 2020

Expiration: June 30, 2023

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**AGREEMENT BETWEEN
CITY OF TAKOMA PARK
AND
UNITED FOOD AND COMMERCIAL WORKERS UNION,
LOCAL 400**

PREAMBLE

This is an Agreement entered into by and between the City of Takoma Park, hereinafter referred to as the "Employer" and the United Food and Commercial Workers Union, Local 400, hereinafter referred to as the "Union." It is the result of a cooperative effort between the Employer and its Officers who are members of the Union to address long standing issues and contains significant progress toward resolving those issues. The purpose of the Agreement is the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

**ARTICLE 1
MANAGEMENT'S RIGHTS**

This Agreement shall not impair the right and responsibility of the Employer to:

1. Determine the over-all budget and mission of the Employer;
2. Maintain and improve the efficiency and effectiveness of operations;
3. Determine the services to be rendered and operations to be performed;
4. Determine the over-all organizational structure, methods, processes, means, job classifications or personnel by which operations are to be conducted and the location of facilities;
5. Direct or supervise Officers;
6. Hire, select, promote and establish the standards governing promotion of Officers and to classify positions;
7. Relieve Officers from duties because of lack of work or funds, or under conditions when the employer determines continued work would be inefficient or nonproductive;
8. Issue and enforce rules, policies, and procedures necessary to carry out these and all other managerial functions which are not inconsistent with Federal, state or local law or terms of this collective bargaining agreement;

9. Take actions to carry out the mission of government in situations of emergency;
10. Transfer, assign and schedule Officers;
11. Set the standards of productivity and technology.

ARTICLE 2 RECOGNITION

2.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for its Officers including all sworn police officers, up to the rank of sergeant, and excluding all sergeants, lieutenants, captains and all other officers.

2.2 In the event that the rank inclusions above are re-titled or in the event that additional ranks are added to the Police Department which would be eligible for inclusion in the above unit, such rank shall be specifically included in this Article, upon the agreement of the Employer and the Union. In the event the Employer and the Union are not able to agree as to the inclusion or exclusion, the matter shall be resolved in accordance with the grievance procedure.

ARTICLE 3 UNION SECURITY

3.1 All Officers in the bargaining unit may choose to become and remain members of the Union on and after the 31st day following the date of employment, or on and after the 31st day following the effective date of the Agreement, whichever is the later. All Officers in the bargaining unit may choose to ~~or~~ pay a service fee as determined by UFCW Local 400, provided, however, nothing in this section shall require union membership or payment of service fees.

ARTICLE 4 VOLUNTARY CHECKOFF OF UNION FEES AND DEDUCTIONS

4.1 *Membership Fees* - The Employer agrees to deduct Union membership fees, the initiation fee and authorized assessments from the wages of Officers in the bargaining unit who provide the Employer with a voluntary written authorization to do so. Such deductions shall be made by the Employer each payroll period, from the wages of Officers and such deductions shall be transmitted to the Secretary-Treasurer of the Union, following each payroll period via an ACH deposit. The Employer will also forward via e-mail a separate listing which corresponds with the ACH deposit detailing each member's name, social security number and amount remitted. In the event no wages are due an Officer or the wages of an Officer are insufficient to cover the

required deductions, the deductions for such week shall never the less be made from the wages of an adequate amount next due the Officer and thereupon transmitted to the Union.

4.2 Credit Union - The Employer agrees to deduct from an Officer's earnings each payroll period, including vacation pay, the amount specified by an Officer on the Credit Union written authorization for payroll deduction form. Payroll deductions will commence with the payroll period following receipt of an Officer's written authorization for Credit Union payroll deductions. The Employer shall forward such payroll deductions to the Credit Union on a bi-weekly basis, indicating the Officer's name and the amount deducted for each Officer.

4.3 Active Ballot Club Deductions - The Employer hereby agrees to make payroll deductions for those Officers, who so authorize in writing, for the United Food & Commercial Workers International Union Active Ballot Club. The Employer will transmit such payroll deductions to the Secretary Treasurer of the Union each payroll period via an ACH deposit. The Employer will also forward via e-mail a separate listing which corresponds with the ACH deposit detailing each member's name, social security number and amount remitted.

ARTICLE 5 GRIEVANCES AND ARBITRATION

5.1 A grievance shall be considered to exist when there is a disagreement involving the interpretation or application of this Agreement. A grievance shall be presented within fifteen (15) calendar days after the date of its occurrence or within thirty (30) days after the condition causing the disagreement becomes known to the Union. However, in no circumstances shall any grievance be considered more than sixty (60) days after the date of the occurrence. The purpose of this grievance procedure is a sincere desire by both parties to settle grievances in the shortest time possible and at the lowest level possible so as to foster efficiency and Officer morale.

5.2 Grievances or disputes which may arise between the parties shall be settled in the following manner:

Step 1. The Union Steward or Union Representative, with the complaining Officer, shall discuss the grievance or dispute with the Shift or Division Commander within the time periods listed in the aforementioned section 5.1. The Shift or Division Commander shall attempt to adjust the matter and respond to the Union Steward or Union Representative within ten (10) working days.

Step 2. If after a thorough discussion with the Shift or Division Commander, the grievance has not been satisfactorily resolved, the Union Steward, the Union Representative, and the complaining Officer shall, within three (3) working days after Step 1 is completed, file a written appeal with the Chief of Police. The Union representative or Steward, and complaining officer may meet with the Chief of Police as soon as possible thereafter but in no event later than ten (10) working days. The Chief

of Police shall respond in writing within ten (10) working days after said meeting. The notice of appeal shall set forth the grounds for the grievance and a brief statement of the factual situation creating the alleged grievance.

Step 3. If after the grievance has been presented to the Chief of Police, the grievance has not been satisfactorily resolved within ten (10) working days after completion of Step 2, the Union Steward or Union Representative and the complaining Officer shall file a written appeal with the City Manager or designated representative as soon as possible thereafter but in no event later than ten (10) working days. The City Manager or designated representative shall respond in writing within ten (10) working days.

Step 4. If the grievance is still unsettled, either party may, within twenty (20) calendar days after the reply of the City Manager or his designated representative, by written notice to the other, request arbitration.

The moving party shall request the American Arbitration Association to provide a panel of five (5) Arbitrators. Designation of the Arbitrators shall be by the rules of the American Arbitration Association. The parties will jointly select an Arbitrator from that panel or subsequent panels should either party find no acceptable Arbitrator(s) on the list(s).

Thereafter the Arbitrator shall proceed to hear the grievance as provided in the rules of the FMCS. The decision of the Arbitrator shall be binding on all parties and the Arbitrator shall be requested to issue his decision within thirty (30) days after conclusion of the hearing. The parties shall share the cost of Arbitration equally.

The Arbitrator shall have no authority to award, add to, or subtract from the provisions of this Agreement. He or she shall make such award as he or she shall decide is proper under this Agreement and applicable public law, including the Charter and Code of The City of Takoma Park, Maryland. The Arbitrator's decision shall be final and binding on all parties.

5.3 Should the Employer not respond at any step of the procedure within the prescribed time, the relief requested will be considered moved to the next step unless the time limits herein specified are extended by mutual consent. Any grievance not appealed from an answer at any step of the grievance procedure to the next step of the grievance procedure within the number of days specified without good cause shown, shall be considered settled on the basis of the last answer and not subject to further review, unless the time limits herein specified are extended by mutual consent.

5.4(a) In cases where an Officer(s) can file a grievance on a particular question pursuant to this article, and utilize a procedure(s) or seek a remedy(s) pursuant to any local, state or Federal law or regulation, the Officer has the option to file a grievance under this Article or in the alternative to utilize such other procedure(s) or seek such other remedy(s). Nothing in this Agreement shall in any way limit the right of any officer(s) to utilize any procedure(s) or seek any remedy(s) pursuant to any local, state, or Federal law or regulation. However, whenever an Officer does utilize any other

procedure(s) or seek other remedy(s), he or she shall waive his or her right to file a grievance pursuant to this Article to determine the same question, or if such grievance is already in process, such grievance proceedings shall cease and shall not be reinstated.

(b) Pursuant to Section 5.4 (a), in the event that an Officer wishes to file a grievance regarding any management disciplinary action which is within the jurisdiction of the Law Enforcement Officer's Bill of Rights (Maryland Code Ann, Public Safety, § 3-101, *et seq.*), such officer shall have previously waived his rights to a hearing board pursuant to the LEOBR. However, the Officer shall not be required to waive any other rights afforded to him pursuant to the LEOBR.

(c) In the event that an Officer has elected to have a disciplinary matter determined by a hearing board convened pursuant to the LEOBR, he or she shall not be able to take issue with the determination of guilt or the resulting imposition of punishment, through utilization of the grievance procedure set forth in this Agreement.

ARTICLE 6 UNION STEWARDS AND UNION REPRESENTATION

6.1 The Union shall have the right to appoint two (2) Stewards as it deems necessary.

6.2 The Employer recognizes and shall deal with all the accredited Stewards and other Union Representatives in all matters relating to grievances and the interpretation of the Agreement.

6.3 A written list of Stewards and their alternates (such lists to outline the area to be represented by Stewards) shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer promptly of any changes of such Union Stewards and their alternates.

6.4 The appropriate Stewards shall be granted reasonable time off during working hours to investigate and settle grievances, upon advance notice and approval by the Chief of Police through the appropriate chain of command, without loss of pay. Such time off shall be arranged in a manner which causes the least disruption of, or interference with the operations of the Employer, its Officers and supervisory personnel. Approval for such time off shall not be unreasonably withheld.

6.5 Stewards shall be entitled to a leave of two (2) days each calendar year, with pay for Steward Training and Education. The Union must notify the Employer at least two (2) weeks in advance thereof. The Steward must, upon returning from the leave, present to the respective Division Commander written evidence from the Union that the Steward has used the leave for the purpose for which the leave was intended. A maximum of two (2) Stewards may attend Steward Training and Education at one time.

6.6 Union Stewards, without loss of pay, during working hours, shall be allowed to attend negotiating meetings.

ARTICLE 7 NO DISCRIMINATION

The Employer and the Union shall apply the provisions of this Agreement to all Officers without discrimination because of age (in accord with applicable law), sex, race, color, religion, sexual orientation, gender identity, national origin, marital status, political affiliation, Union affiliation or disability.

ARTICLE 8 UNION BULLETIN BOARDS

8.1 The Union shall furnish a bulletin board to be placed in a readily accessible place in the squad room to be used by the Union.

8.2 The Union shall limit its posting of notices and bulletins to such bulletin board.

8.3 The Chief Shop Steward is authorized to electronically disseminate Union notices and information via the departmental email systems.

ARTICLE 9 UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES

9.1 The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, Union Stewards or other Union Representatives shall be allowed to conduct the following Union activities after the usual roll call business is concluded and reasonable advance notice is given to the Shift Supervisor prior to roll call starting time:

1. Post Union notices;
2. Distribute Union literature;
3. Transmit communications, authorized by the Local Union or its officers, to the Employer or its representative;
4. Consult with the Employer, its representative, Local Union officers, or other Union Representatives concerning the enforcement of any provisions of this Agreement.

Such Union business shall not exceed the regular conclusion of roll call and permission to address roll calls shall not be unreasonably withheld.

9.2 Leave of absence, without pay, shall be granted to attend and serve as delegates to conventions and organization conferences related to their Union, not to exceed five (5) days annually or more than two (2) Officers. Not more than one (1) Officer from the same shift or work area may be on leave at the same time.

ARTICLE 10 UNION VISITATION

The Employer agrees that accredited representatives of the United Food and Commercial Workers Union, Local 400, whether local Union Representatives, Regional Representatives or International Representatives, shall have access to the premises of the Employer at any time during working hours to conduct Union Business, as long as such visits will not interfere with the normal City functions. Representatives shall report to the Chief of Police or his designated representative, and shall limit their access to the squad and conference room areas. All visitations will be in compliance with Police Department procedure 306.

ARTICLE 11 WORK RULES

11.1 The Employer retains the right to plan, direct and control all police operations and set department and divisional level policy, rules, procedures, goals and objectives. The department will involve members of the agency and their representatives by providing a seven (7) day review and comment process before any new rules or procedures are promulgated. The Union representative will be provided an electronic copy of any proposed new rule or procedure as part of the review and comment process. Should the Union or Officers believe that any such rule or procedure are in conflict with any provisions of this Agreement, a grievance may be filed in accordance with this Agreement.

11.2 The Employer further agrees to furnish each Officer in the bargaining unit with a copy of all existing work rules thirty (30) days after they become effective. New Officers shall be provided with a copy of the rules within seven (7) days of time of hire.

ARTICLE 12 NO STRIKES OR LOCKOUTS

The Union agrees that during the term of the Agreement, it will not authorize or condone any strikes, slowdowns, speedups, or work stoppages. The Employer agrees that there will be no lockouts.

ARTICLE 13 SENIORITY

13.1 **DEFINITION:** Seniority means an Officer's length of continuous service within Rank (as a member of the bargaining unit) with the Police Department since his or her last date of hire.

13.2 **PROBATION PERIOD:** Officers newly hired or rehired (from an appointment list) shall complete a probationary period of twelve (12) months commencing on the date the Officer is sworn in.

13.3 **SENIORITY LISTS:** Every six (6) months the Employer shall furnish a seniority list to the Union by rank upon request.

13.4 **BREAKS IN CONTINUOUS SERVICE:** An Officer's continuous service record shall only be broken by voluntary resignation, discharge for just cause and/or retirement.

There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

13.5 **WORK FORCE CHANGES:**

Promotions:

(a) Promotions must be made on a competitive basis after an evaluation of each individual's qualifications. Any promotional program for positions within the Department shall provide that qualified Officers are given an opportunity to receive fair and appropriate consideration for higher-level positions, in accordance with General Order 414 of the Police Department Manual.

To fill a vacancy, the Chief of Police may select an individual for promotion from among the names in the "Well Qualified" category. Any person in this category may be selected at the Chief's discretion, subject to the grievance and arbitration section of this Agreement. When the candidates in the "Well Qualified" category are exhausted, the Chief may select from among the candidates in the "Qualified" category until that category is exhausted or the list has expired, subject to the grievance and arbitration sections of this Agreement.

(b) The right of competitors to challenge the promotional system is critical to maintaining the integrity of the process. Each step of the promotional system is subject to grievance, separate and apart at each step, based on time limits in Section 414-09 of General Order 414.

(c) Whenever a job opening occurs -- other than a temporary opening as defined below -- in any existing job classification or as the result of the development or establishment of a new job classification, a notice of such opening shall be posted on all bulletin boards for ten (10) working days and will be filled from existing Officers in the

bargaining unit based on the most qualified candidate as determined by job performance, qualifications, and seniority.

13.6 TRANSFERS: The Union recognizes the Employer's right to determine staffing levels and transfer policies in accordance with General Order 412 of the Police Department Manual. Transfers shall be made for fair and equitable reasons.

Officers desiring to transfer to another duty assignment shall submit an application in writing to the Chief of Police. Transfers will be considered under the following conditions:

1. A voluntary request;
2. A lack of funding resulting from budgetary limitations or loss of Federal/state funds;
3. A change in approved work program(s)/plan or design;
4. An administrative reorganization;
5. A technological change or advancement that impacts on work force needs;
6. A change in an Officer's physical or mental condition;
7. The resolution of a grievance, LEOBR, or other problem affecting the operational efficiency of a unit or organization;
8. For training or development.

An Officer applying to transfer must meet the following qualifications to be considered:

1. The Officer has a Meets or Sometimes Exceeds rating;
2. The Officer's education level meets the needs of the requested duty assignment.

Officers desiring to transfer to other duty assignments shall submit an application in writing to the Chief of Police through the established chain of command. The application shall state the reason for the requested transfer and shall include any particular background or skill that the Officer has that he or she believes would be applicable to the job requested.

13.7 REDUCTION IN WORK FORCE: In the event an Officer is to be laid off due to reduction in the work force, he or she shall be permitted to exercise his or her seniority rights to replace an officer with less seniority. Such Officer may, if he or she so desires, replace any Officer in an equal or lower job classification in the Police

Department provided the replacing Officer has greater seniority than the Officer whom he or she replaces and is capable of performing the duties of the position. If the Employer should decide to reduce in force, abolish, merge or reorganize any portion of the department, and such action would result in elimination of jobs or layoff of Officers, then the Employer will notify the Union at least thirty (30) days in advance. Officers on medical leave during a reduction in force shall return to work in accordance with their seniority when they are medically able to do so.

13.8 LAY OFF: Barring emergencies that require certain classifications be retained, Officers shall be laid off by inverse order of qualifications in order to retain the most qualified employees as determined by the City. Seniority shall be the determining factor among employees determined to be of the same relative competence.

The Employer agrees not to lay off any Officers during the life of this Agreement, unless there is proof of legitimate documented fiscal crisis.

13.9 RECALL:

(a) Officers shall be recalled from layoff according to their seniority within classification. Officers shall be informed by certified mail of their recall. Failure to report to work within three (3) days of notification shall forfeit the Officer's right to recall.

(b) No new Officers shall be hired until all officers on layoff status desiring to return to work and who are capable of performing the work, have been recalled.

13.10 TEMPORARY JOB OPENINGS:

(a) Temporary job openings are defined as job vacancies that may periodically develop in any job classification that will not exceed thirty (30) consecutive days and will be filled in accordance with 13.5 above. Job openings that recur on a regular basis and/or that remain open more than sixty (60) consecutive days at a time shall not be considered temporary job openings.

(b) All time worked by any temporarily assigned Officer in excess of thirty (30) consecutive days in a higher position shall be paid for by adjusting the Officers rate of pay to the next higher step retroactive to the 1st day worked in the higher position.

(c) Temporary job openings shall be filled by Employer assignment or reassignment from Officers who are on the promotional list for that particular position first, and thereafter from existing officers in the bargaining unit who are not on the promotional list, based on seniority, availability and ability to perform the work assigned. No Officer shall be involuntarily assigned to a temporary position at a lower rate of pay.

ARTICLE 14 LIGHT DUTY

The Employer, when feasible, will find a suitable light duty assignment for an Officer incapacitated, temporarily or permanently, due to an injury, which can be undertaken by the Officer who is incapacitated due to such disability, but who is not prevented from attendance at work. The light duty program shall operate in accordance with the rules outlined in General Order 407 of the Police Department Manual.

ARTICLE 15 DISCIPLINE

15.1 Any dismissal, demotion, reprimand, suspension or other disciplinary action, against any Officer shall be undertaken in strict conformity to the requirements of the Maryland Law Enforcement Officers Bill of Rights (Maryland Code Ann, Public Safety, § 3-101, *et seq.*). If the LEOBR law is amended during the term of this Agreement to provide for procedures for the resolution of discipline through collective bargaining, the parties agree to proceed as stated beginning with Step 4 of Article 5 of this Agreement.

- (a) Counseling forms shall be removed from the personnel files after two (2) years upon the Officer's request.
- (b) Unless a third party is involved, negative or derogatory information, which is no more serious than an admonishment, shall be removed as requested by the Officer after three (3) years from the date of occurrence concerning reprimands, provided there has been, in that three (3) years, no reoccurrence of a situation significantly similar to that which give rise to the initial inclusion of such documents in the Officer's personnel file. Additionally, after five (5) years from the date of occurrence concerning serious violations of Department policy provided there has been, in that five (5) years, no reoccurrence of a situation significantly similar to that which gave rise to the initial inclusion of such documents in the Officer's personnel file.

15.2 The Union shall be given the opportunity to be represented at any examination of an Officer in the bargaining unit by a representative of the Employer in connection with an investigation if:

- (a) The Officer reasonably believes that the examination may result in disciplinary action,
- (b) The Officer requests representation.

15.3 If an Officer requests to be represented at such an examination, the Employer will delay the examination for a reasonable time, not to exceed sixty (60) minutes, to permit the Officer the opportunity to arrange representation. Tests

measuring blood alcohol content levels, including PBT's or Breathalyzers, will not be delayed for longer than 10 minutes.

15.4 The Union shall have no right to represent an Officer who is examined as a witness or third party in an investigation or to represent an Officer who is being counseled by a representative of the Employer concerning conduct, performance, or any similar or like work-related matter.

15.5 The Officer must answer all work-related questions truthfully, promptly and completely.

15.6 The Employer may demote an Officer to a lower-paying job due to inadequate performance, but only after being given notice of his deficiencies and given the opportunity to improve.

**ARTICLE 16
HOLIDAYS and PERSONAL DAYS**

16.1 The following days shall be recognized and observed as paid holidays:

- | | |
|-------------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King's Birthday | Veteran's Day |
| Thanksgiving Day | President's Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | 1/2 Day Christmas Eve |
| | Christmas Day |

For Officers in the Administrative and Investigation Sections, whenever any of the above listed holidays shall fall on Saturday, the preceding Friday shall be observed as the holiday and whenever any of the above listed holidays shall fall on Sunday, the succeeding Monday shall be observed as the holiday. Changes in this paragraph may be approved by mutual agreement.

For Officers in the Administrative and Investigation Sections, premium overtime (triple pay) for any holiday work will only be paid on the dates listed in the chart below.

Officers assigned to the Operations Division will observe holidays on the dates listed in the following table:

Holiday	2020	2021	2022	2023
New Year's Day	1/1/2020	1/1/2021	1/1/2022	1/1/2023
Martin Luther King Jr. Day	1/20/2020	1/18/2021	1/17/2022	1/16/2023
President's Day	2/17/2020	2/15/2021	2/21/2022	2/20/2023
Memorial Day	5/25/2020	5/31/2021	5/30/2022	5/29/2023
Independence Day	7/4/2020	7/4/2021	7/4/2022	7/4/2023

Labor Day	9/7/2020	9/6/2021	9/5/2022	9/4/2023
Veteran's Day	11/11/2020	11/11/2021	11/11/2022	11/11/2023
Thanksgiving Day	11/26/2020	11/25/2021	11/24/2022	11/23/2023
Day After Thanksgiving	11/27/2020	11/26/2021	11/25/2022	11/24/2023
½ day Christmas Eve*	12/24/2020	12/24/2021	12/24/2022	12/24/2023
Christmas	12/25/2020	12/25/2021	12/25/2022	12/25/2023

* Half of the hours worked on Christmas Eve Day are paid as holiday pay. Premium overtime pay will only be paid during the hours of 12 noon to 12 midnight on Christmas Eve.

16.2 HOLIDAY HOURS FOR OVERTIME WORKED: Holidays shall be counted as a day worked for the computation of overtime and also authorized leave.

16.3 All Officers shall receive regular pay for the designated holidays according to their work schedules. Officers who are scheduled to work on a designated holiday will be paid an additional amount that is 1-1/2 times their regular hourly rate of pay for each of their regular shift hours. If the number of hours actually worked triggers overtime pay, overtime hours will be paid at a rate that is 3 times their regular rate of pay, considered "premium overtime."

16.4 An Officer who is required to work on a designated holiday may elect, at the time of the holiday, to receive one of the following: (a) holiday pay, or (b) an additional day off with pay to be scheduled within sixty (60) days following the holiday. The Employer will make every reasonable effort to approve Section (b) requests for time off within forty-eight (48) hours of the request, provided the request is received at least two (2) weeks' prior to the requested day off.

16.5 Each Officer shall be granted, after probation as defined in Section 13.2 of this Agreement, one (1) personal leave day per year. After five (5) but less than ten (10) years of continuous service, each officer shall be granted two (2) personal leave days per year. After ten (10) but less than fifteen (15) years of continuous service, each Officer shall be granted three (3) personal leave days per year. After fifteen (15) but less than twenty (20) years continuous service, each Officer shall be granted four (4) personal leave days per year. After twenty (20) years continuous service, each Officer shall be granted five (5) personal leave days per year. Officers shall request this leave through the normal chain of command at least twenty-four (24) hours in advance.

ARTICLE 17 ANNUAL LEAVE

17.1 Eligibility and Allowances: Every Officer shall be eligible for paid annual leave after ninety (90) calendar days of service with the Employer. Officers shall start to earn annual leave as of their date of hire.

Annual leave shall be accrued on a monthly basis in accordance with Takoma Park City Code Chapter 4.04, Article 6.

Annual leave may be used as the Officer chooses, provided no less than twenty-four (24) hours notice is given to the supervisor and the leave is approved by the established chain of command.

Annual leave in excess of one (1) normal work week shall be requested at a minimum of one (1) week in advance.

Annual leave, three (3) normal work weeks, or longer, shall be requested at a minimum of forty-five (45) days in advance.

17.2 The rate of pay for annual leave shall be the Officer's regular rate of pay in effect for the officer's regular job.

17.3 Accrued annual leave may be used, if approved by an Officer's supervisor in accordance with procedures established by the Chief of Police and the City Personnel Procedures. An Officer who has successfully completed the probationary period set forth in Section 13.2 of this Agreement may request and, with the approval of the Chief of Police, take up to forty (40) hours of annual leave that the Office would accrue during the current calendar year before it actually accrues. Any used but unaccrued leave taken when an Officer leaves employment with the Employer shall be deducted from the Officer's final paycheck. Conflicting timely requests for vacation shall be resolved on the basis of seniority and equity.

17.4 Any Officer who is laid off, discharged, retired, or separated from the service of the Employer for any reason, prior to taking his annual leave, shall be compensated for the unused annual leave up to a maximum of two hundred forty (240) hours.

17.5 Any reservation costs incurred by the officer through rescheduling his or her vacation by the Employer will be reimbursed, provided it is substantiated. The Officer shall advise his Division Commander of any reservations he or she holds, substantiated by a copy of the confirmed reservation, if requested to cancel or reschedule his or her vacation.

17.6 Annual leave may be accumulated to a maximum of two hundred forty (240) hours in accordance with Takoma Park City Code, Chapter 4.04, Article 6.

17.7 Any Officer who is required to and does work in an emergency while on annual leave, with the exception of pre-scheduled court appearances, shall be paid at a rate of two (2) times his or her regular rate of pay for all hours worked.

17.8 Officers who become ill, are injured, or are hospitalized while on annual leave shall be able to use sick leave in lieu of annual leave for the duration of the illness, injury or hospitalization provided: (i) a written request to do so is submitted to the Employer within ten (10) working days of the end of the Officer's approved annual leave; and (ii) the request is accompanied by a Doctor's certificate specifying the nature and duration of the Officer's illness, injury and/or hospitalization. This is not intended to cover minor illness or injuries.

ARTICLE 18 JURY DUTY

Any Officer who is required to serve as a juror in court shall be allowed the time as needed with pay and without any accrued leave time. Said Officer shall be paid his or her regular salary.

In circumstances unrelated to jury services or City business, Officers who are subpoenaed shall use annual leave to the extent available and will, thereafter, be placed on LWOP status. No Officer will be discharged solely because that Officer answered a lawful subpoena.

Officers will notify their supervisor seventy-two (72) hours in advance and keep them updated on the length of time to be missed from work.

ARTICLE 19 FUNERAL LEAVE

Permission for paid leave for a funeral or other condition caused by death in the immediate family for a maximum period of three (3) work days shall be granted. Immediate family is defined as mother, father, spouse, child, sister, brother, mother-in-law, father-in-law, domestic partner, step-parent, step mother-in-law, step father-in-law, step child, grandparent, grandchild, legal guardian or any other relative living with the Officer at the time of death.

ARTICLE 20 SICK LEAVE

20.1 Allowances: Any Officer contracting or incurring any non-service connected sickness or disability, which render such Officer unable to perform the duties of his employment, shall receive accumulated sick leave with pay. Officers are entitled to use sick leave in accordance with the provisions of the Maryland Healthy Working Families Act.

Officers shall accumulate ten (10) hours of sick leave per month for each month of service, per Takoma Park City Code Chapter 4.04, Article 6. Use of sick leave shall be in accordance with General Order 407, and City Code Chapter 4.04, Article 6.

20.2 Accumulation: Officers shall start to earn sick leave from their date of hire, and they shall accumulate sick leave as long as they are in service of the Employer, with unlimited accumulation, in accordance with the terms of the Pension Plan.

20.3 Disability Benefit - Non-Occupational: Employer shall provide disability insurance with benefits in effect on the date of this Agreement, or a substantially similar coverage.

20.4 An Officer may donate up to sixty (60) hours of sick leave in any twelve (12) month period to a City employee who has taken leave pursuant to the Family and Medical Leave Act and has exhausted available paid leave, provided that the donating Officer maintains a balance of one hundred twenty (120) hours of sick leave and has not been on sick leave restriction in the past twelve (12) months. The total amount of donated sick leave to any employee may not exceed one hundred twenty (120). Any donations not required by the employee to whom leave is donated will be returned to the donors. Officers must notify Human Resources in writing of the amount of leave they wish to donate.

ARTICLE 21 LEAVES OF ABSENCE

21.1 Upon application in writing at least thirty (30) days in advance, an Officer may be granted a leave of absence without pay and not to exceed one (1) year for valid purposes. Leave without pay shall not be unreasonably denied. If denied, the reason for denial shall be given to the Officer in writing.

21.2 Seniority shall accumulate during all leaves of absence. In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, Officers shall be returned to the position they held at the time the leave of absence was requested provided the position is available. Should the same position not be available, an Officer shall be assigned duty within the Police Department at his or

her former rate of pay and rank plus any wage increases which have been implemented while the Officer was on leave until his former position becomes available.

Leave of absence will be authorized pursuant to General Order 407, paragraph 18 and 19 as applicable. For grants exceeding ninety (90) days, the Chief of Police may require the Officer to waive reinstatement rights and privileges to the position vacated. Officers must reapply for leave of absence every ninety (90) days.

ARTICLE 22 OVERTIME

22.1 Rate of Pay: Time and one-half (1-1/2) the officer's regular hourly rate of pay, shall be paid for work under any of the following conditions:

- (a) All leave with pay shall be considered time worked in the computation of overtime, including sick leave.
- (b) In any two (2) week pay period, if a bargaining unit employee receives less than four (4) days off, for any reason, on the second or any subsequent regular day off that they are required to work in that pay period, the employee will be paid at two (2) times their regular hourly pay rate.
- (c) Any employee required to work seven (7) consecutive days will be paid at two (2) times their regular hourly rate of pay for the seventh (7th) day.

22.2 Daily/Weekly: All work performed in excess of the regularly scheduled day/work week shall be paid the overtime rate of pay.

22.3 Overtime shall be distributed among officers in an equitable rotation cycle with consideration being given to seniority. Other areas of overtime shall be carried out pursuant to General Order 406.

22.4 Before or After Regular Hours: All required work performed before or after the scheduled work shift shall be paid at the overtime rate of pay, pursuant to General Order 406.

22.5 No Officer shall be permitted to work more than sixteen (16) consecutive hours unless an emergency, natural disaster, or other unusual circumstance requires more than sixteen (16) hours of work.

22.6 No Officer who has completed his or her regular scheduled work shift shall be required to return to work without ten (10) hours of rest, unless required under Section 22.5.

22.7 An Officer who is assigned to and who completes a regularly scheduled nightshift, and who is required to attend either or both the morning and afternoon

dockets, shall not be required to return to work without eight (8) hours off, calculated from the time that the Officer clears court.

22.8 While in an on-call status, detectives will receive \$200.00 weekly on-call pay. Detectives in backup on-call status will receive \$100.00 weekly on-call pay.

22.9 Compensatory Time

(a) At the option of the Officer and with the approval of the supervisor compensatory time may be earned at the rate of one and one-half (1-1/2) hours for every overtime hour worked. In cases where double time or a higher rate of overtime applies, that rate will apply to compensatory time earned.

(b) Officers may accrue compensatory time in lieu of monetary payment only when the Officer agrees to accept compensatory time in advance of working the overtime hours.

(c) Officers may not accrue compensatory time in excess of 80 hours. Overtime worked which would cause a person's compensatory balance to exceed 80 hours shall be paid.

(d) Use of compensatory time will follow the established procedures for use of annual leave. Leave request forms will be used to request and gain approval for use of compensatory time.

(e) Upon termination of employment, an Officer will be paid for unused compensatory time up to the 80 hours authorized.

ARTICLE 23 HOURS OF WORK

23.1 Regular hours: The regular hours of work each day shall be consecutive except that they may be interrupted by a lunch period, pursuant to Department Rule 13.

23.2 Work Week: It is recognized that the Employer may change work schedules in effect at the time this Agreement was negotiated. At the determination of the Employer or a request for alternative work schedules by the Union, the parties agree to meet and exchange views about such changes prior to their implementation.

Such exchanges of views shall not constitute a management waiver of any rights afforded by this Agreement or applicable law. Should no agreement be reached, a grievance may be filed.

23.3 Officers shall receive yearly work schedules by January 10 of the upcoming year so as to be able to plan their activities for the year.

23.4 Work Schedule: Work schedules showing the Officers' shifts, work days, and hours shall be posted on all Department bulletin boards at all times.

Except for emergency situations, work schedules shall not be changed without ten (10) days prior notice to and discussion with the Union *i.e.*, transfers, temporary assignments, unless waived by mutual agreement.

23.5 All full-time Officers called in to work prior to the start of a shift shall be guaranteed a minimum of two (2) hours pay at the overtime rate of 1-1/2 times hourly wage. All overtime shall be governed pursuant to General Order 406. This Section 23.5 does not apply to court time, which is addressed in Article 31 of this Agreement.

Full-time Officers required to work for a period of time not adjacent to their work day shall be paid for the time actually worked at the rate of one and one-half (1-1/2) times their hourly rate and for the actual travel time, [with a maximum of thirty (30) minutes each way travel time], but in no event shall an Officer be paid for less than two (2) hours.

The Employer agrees not to assign supervisory personnel to perform the work of bargaining unit personnel solely to avoid the payment of overtime to unit members, nor change the schedules of any Officer solely to avoid the payment of overtime.

23.6 The Employer agrees to schedule meetings with the Union, including but not limited to grievance meetings/hearings, arbitrations, negotiations and Labor-Management meetings during normal working hours. Bargaining unit member participants at these meetings shall suffer no loss of pay or benefits nor be discriminated against in any other way for attending or participating in the aforementioned meetings.

23.7 Officers shall be allowed to take up to two (2) hours off with pay to vote on any day an election for public office is held and on any day a primary election to select candidates for elective office is held.

Voting time is not chargeable to any accrued leave time.

An Officer must be a registered voter in order to qualify for this time off.

**ARTICLE 24
HEALTH AND WELFARE BENEFITS**

24.1 Group Health coverage will be offered to Officers that is identical to the package of Group Health coverage offered to all of the Employer's employees. This will include a choice of a PPO or an HMO.

24.2 The coverage available shall be that set forth in the group insurance contract between the Employer and the carrier providing the insurance, and/or the rules and regulations adopted by the provider of the coverage. The Group Health coverage shall be governed in all aspects in accordance with the contract between the Employer and the carrier providing such insurance, and/or the rules and regulations adopted by the provider of the coverage. Officers who elect to be covered must participate in accordance with such option(s) as may be designated by the Employer.

24.3 For a regular full time Officer who selects the base HMO option, the Employer shall pay 100% of the actual annual premium cost for single coverage and 80% of the actual annual premium cost for two persons or family coverage. Part-time Officers will receive a *pro-rata* payment toward the actual premium cost based on the hours that they work. For an Officer who selects the PPO option, the Employer will pay the amount it would pay if the Officer selected the base HMO option.

24.4 The Employer and the Union will attempt to ensure that benefits under this Section are not reduced during the term of this Agreement. If, during the term of this Agreement, the Employer contemplates changes in the Group Health Package in effect at such time, the Employer will submit to the Union, in writing at least thirty (30) calendar days prior to their effective date, a description of such changes and, upon request, negotiate with the Union over such changes.

24.5 The Employer will create an informal committee composed of two (2) members each of management, the Union, AFSCME Local 3399, and non-union employees, to explore health care cost containment methods.

24.6 The Employer will make a contribution to an Officer's Deferred Compensation Plan (457 Plan) that is equal to the amount it would pay for an Officer's single coverage premium cost if an Officer provides evidence of coverage of health insurance from a source other than the Employer.

24.7 The Employer will pay 100% of the actual premium cost of Dental and Vision for single coverage and 80% of the actual premium cost for two persons or family coverage.

**ARTICLE 25
PENSION**

All Officers will participate in the Takoma Park Police Pension Plan.

**ARTICLE 26
SAFETY AND HEALTH**

The Union and the Employer in order to promote cooperation, agree that during the life of this Agreement individuals from both parties (not to exceed three (3) from each) be designated, in writing, by each party to the other for the purpose of meeting at mutually agreeable times and places not to exceed a calendar quarter basis so as to appraise the other of problems, concerns, suggestions, ideas, etc., related to safety. Such meetings shall not be for the purpose of initiating or continuing collective bargaining or in any way to modify, add to, or detract from the provisions of this Agreement. Joint Labor Management Safety and Health meetings will be scheduled at mutually agreeable times during normal working hours, on a quarterly basis.

**ARTICLE 27
CLOTHING & EQUIPMENT, HEALTH & FITNESS ALLOWANCES**

27.1 Officers shall be provided a basic issue of uniforms and equipment. Officers shall not be entitled to a Clothing and Equipment allowance during their first year of service. For Officers who have completed one year of service, an equipment and clothing allowance of \$1,750.00 will be paid not later than the second pay period of August of each year.

27.2 The Employer will provide officers with a ballistics vest and carrier as part of their initial issue and will replace vests and carriers as needed, based on the Employer's replacement policy. Replacement vests will be at no cost to the Officers.

27.3 The Employer will reimburse an Officer on a semi-annual basis up to \$25.00/month for the Officer's membership at a health & fitness club, provided that the Officer provides documented evidence from the club of his or her attendance an average of at least six (6) times each month.

ARTICLE 28 PAY

28.1 Differentials: Officers shall be paid a shift differential of one dollar and fifty cents (\$1.50) per hour for any work performed during the hours of 4 PM and 8 AM. Any Officer whose shift begins between the hours of 4 PM and 6 AM, and who is subsequently required to work past 8 AM, shall continue to receive the shift differential for all hours worked. Officers required to start work between 6 AM and 8 AM shall receive up to two (2) hours of shift differential pay for the period worked between 6 AM and 8 AM.

28.2 A freeze of Pay increases shall occur only due to legitimate, documented fiscal problems. A freeze of Pay increases shall occur only as a last resort, and when no other reasonable way exists for relief from the fiscal crisis. Such fiscal problems shall be thoroughly discussed with the Union. In the event that Pay increases are granted to members of another bargaining unit during the term of this Agreement, then the Officers covered by this contract shall also receive Pay increases.

28.3 Should the parties be unable to reach agreement over compensation issues, either side may declare an impasse and submit to mediation and arbitration as provided for in the Takoma Park City Code.

28.4 Emergency Pay. When City offices are closed due to an inclement weather-related emergency declared by the City Manager, Officers who are required by the Employer to work during the declared emergency will be paid at the rate of two and one half (2½) times their regular rate of pay for the hours that they work during the declared emergency. The time period covered by the declared emergency is determined in the sole discretion of the City Manager. Officers who are not required to work when City offices are closed pursuant to this subsection, but who do work, will be paid at their regular rate, or the rate otherwise required by another applicable provision of this Agreement.

ARTICLE 29 SAVINGS CLAUSE

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any Court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the Court's decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

**ARTICLE 30
MEAL AND REST PERIODS**

30.1 Meal and rest periods shall be taken in accordance with the past practice of the department in accordance with Department Rule 13.

30.2 Meal periods may be taken up to two (2) miles outside the City limits, if an Officer reports his or her location to Dispatch.

**ARTICLE 31
COURT TIME**

Any Officer called to attend court proceedings outside of his regularly scheduled shift shall be paid for a minimum of three (3) hours at the rate of time and one-half (1-1/2).

**ARTICLE 32
TRAINING PROGRAM**

32.1 The Employer shall provide ample opportunity for Officers in lower job classifications to cross-train in preparation for other job assignments for the advancement into higher classifications, in accordance with General Order 403.

32.2 If any technological change should alter the job task and/or skills required of any Officer in the performance of his or her job, or if any technological change permanently displaces any Officer in the performance of his or her job, the Employer agrees to provide training at the Employer's expense, to the Officer for the job resulting from such technological change or another equivalent job which the Employer has available within the Union's jurisdiction, or for any other equivalent job opportunity with the Employer. Such training will include, but is not limited to, instruction and practice in the safe and effective operation of equipment, at the same or greater pay rate.

32.3 Officers on detail day for training will be compensated for their regularly scheduled day.

**ARTICLE 33
COLLEGE TUITION ASSISTANCE PROGRAM**

A College Tuition Assistance Program shall be offered to Officers as outlined in Takoma Park City Code Section 4.04.720.

ARTICLE 34 MILITARY SERVICE

34.1 Officers entitled to leave for military service will be provided such leave and reemployment following such leave in accordance with federal, state and local law.

34.2 Military furlough is the placement of an Officer in a non-pay and non-work status, while the Officer is on active military service. An Officer is placed on military furlough when he or she enters active service in the armed forces of the United States, the U.S. Coast Guard, or the Public Health Service during any period in which persons are liable for involuntary induction into the armed services.

34.3 An Officer returning from military furlough will be given reemployment rights and will be entitled to be restored to the position which he or she left, or to one of like status and pay, provided such a position is available. Seniority upon reemployment will be based on the date of the Officer's employment prior to entry into active military service.

34.4 In order to qualify for reemployment, the following requirements must be met: (i) the Officer is separated from service under honorable conditions or received a certificate of satisfactory service, (ii) the Officer applies for reemployment within ninety (90) days after military discharge, or within ninety (90) days after hospitalization, if such hospitalization immediately follows military discharge, and if such hospitalization is for a period of not more than two (2) years, and (iii) the Officer is still capable of performing the duties of the position which he or she left, or a comparable one. If the returning Officer meets the first and second requirements listed above but is not able to perform the duties of the position he or she left, or a comparable one, he or she shall be offered a position which he or she is capable of performing, provided a position is available.

34.5 Officers who are called for active military service shall be paid for all accrued leave to their credit at that date. The Officer, at his or her discretion, may elect not to be paid for accrued leave, but to leave it to his or her credit for use upon returning to employment.

34.6 Officers who serve in the National Guard or military reserve units which require annual training shall be granted administrative/military leave with pay for up to one hundred-twenty (120) hours to fulfill the weekend drill and annual training requirements of the unit in which they serve. Such Officer shall give the Employer the weekend drill schedule upon receipt each year, and notice of annual training when scheduled and when orders are received. The Employer may change the schedule of the Officer in order to accommodate weekend drills.

ARTICLE 35 CONTRACTING OUT

Officers who have completed the probationary period shall not be terminated from employment for lack of work as the result of outside contractors or temporary Officers carrying out the duties normally performed by said Officers.

ARTICLE 36 PERSONNEL FILES

36.1 Officers covered by this Agreement shall have a right to see and make copies of their complete personnel files within seventy-two (72) hours of any written request to do so. The only valid file for purposes of promotion, discipline, etc., shall be the file maintained by the Chief of Police and kept in Human Resources.

36.2 Officers have the right to respond in writing to any information contained in their personnel file.

36.3 Inspections of personnel files shall be in accordance with the LEOBR. Performance evaluations will be permanently maintained in the personnel file. Disciplinary actions will be maintained in the personnel file subject to the time limits and conditions contained in Article 15, Discipline, at which time the Officer may request the action be removed from the personnel file. Whenever a supervisor documents a shortcoming, the affected Officer will be allowed to comment (in writing) on a counseling form, a copy of which will be supplied to the Officer. The counseling form will be maintained in the Officer's personnel file for two years. After two years, the Officer may request the counseling form be removed. Letters of reprimand or findings of guilt by a Trial Board will be maintained in the personnel file.

36.4 The Union shall have the right to make reasonable requests to review personnel files when written authorization has been obtained from the affected Officer. Notice must be given at a maximum of seventy-two (72) hours in advance. The file will be inspected in the presence of the Chief of Police or his designee.

36.5 A copy shall be sent to the Officer of all information that is placed within the personnel file.

**ARTICLE 40
MULTILINGUAL PAY DIFFERENTIAL**

40.1 Skill Levels:

Basic skill level	\$1.00
Advanced skill level	\$1.50

40.2 Basic Skills: Basic skills are defined as those skills primarily required for signing or oral communication and comprehension such as those used in conversation with clients and citizens.

40.3 Advanced Multilingual Skills: Advanced skills are defined as those skills required for written communication and comprehension in a second language, in addition to skills in oral communication and comprehension.

40.4 Certification: Prior to becoming eligible for the pay differential, the Officer must successfully pass a language certification examination administered through the Employer's Human Resources Office. Testing will consist of a performance examination for those officers who claim basic multilingual skills. A written examination assessing comprehension/translation skills will also be administered for those Officers claiming advanced skills. This program will not be administered in an arbitrary, capricious or a discriminatory manner. The appropriateness of an Officer's language pay differential will be re-evaluated, as needed, based on the officer's use of the language skills.

40.5 Compensation: Compensation is determined by the officer's certified language skill level. Compensation is paid for all hours actually worked during the pay period. Officers certified at the basic skill level will receive \$1.00 per hour for all hours actually worked. Officers certified at the advance skill level will receive \$1.50 per hour for all hours actually worked.

40.6 Transfer: It is recognized that once an Officer is designated in a skill level, he or she may be transferred to an assignment where the skill is needed in accordance with the contract.

**ARTICLE 41
TAKE HOME VEHICLES**

The Employer will provide Take Home Vehicles for Officers who meet other criteria as outlined in General Order 426. Due to the current inventory of vehicles, this program will of necessity be phased in over some period of time. All Officers must successfully complete their probation period to be eligible for participation in the Take Home Vehicle Program. Officers who do not have take home vehicles and who have

completed probation will receive an annual vehicle allowance of \$3,000, paid not later than the second pay period of August of each year.

ARTICLE 42 CANINE CARE

42.1 Officers who are dog-handlers are responsible for the proper caring, grooming, feeding and exercising of the dogs assigned to them. One hour per day outside of normal working hours is considered sufficient for these activities. If circumstances require more than one hour in a day, the Chief of Police must approve the additional time in order for an Officer to be compensated for that time.

42.2 Officer dog-handlers will receive a weekly stipend of \$110.00 for dog care.

42.3 Canine unit dogs are owned by the City and any specialized training, food, equipment, or veterinary care for dogs is supplied by the City.

ARTICLE 43 FIELD TRAINING OFFICERS & TECHNICAL PAY

43.1 Field Training Officers. After July 1, 2020, an Officer serving as a Field Training Officer (FTO) will receive an additional \$3.00 per hour for each hour worked as an FTO.

43.2 Technical Pay. After July 1, 2020, an Officer who is certified by the Maryland Police Training Commission in Emergency Response, Honor Guard, or Advanced Accident Reconstruction, or as a Firearms Instructor, Defense Tactics Instructor, Taser Instructor, ASP Instructor, O.C. Instructor, Pepper Ball Instructor, Armorer, or Hostage Negotiator, is eligible for a \$200 per certification technical pay allowance. The technical pay allowance will be paid once annually per certification so long as the Officer has been assigned additional job responsibilities consistent with the certification in the 12-month period immediately preceding payment of the technical pay allowance. An Officer is eligible for technical pay allowance once annually per certification for up to 5 certifications.

ARTICLE 44 WAGES

44.1 During fiscal year 2021, wage adjustments shall be as follows:

- (a) Effective July 1, 2020, each Officer's salary shall be adjusted by 1.5% on the fiscal year 2020 salary scale.
- (b) An Officer who is rated "Meets Requirements" will not receive a one step increase on the salary scale on his or her anniversary date of employment;
- (c) An Officer who is rated "Distinguished" will not receive a two step increase on the salary scale on his or her anniversary date of employment;
- (d) An Officer who is rated "Below Requirements" will receive no adjustment.

44.2 Wage Increases

All Officers will receive applicable wage increases on July 1st of each year.

44.3 Advance in a Grade

All Officers regardless of their date of hire will advance in a grade as described below.

- (a) Recruit (Grade 117) to Private (Grade 117) - Upon graduation from a Police Academy;
- (b) Private (Grade 117) to Private First Class (Grade 118) - Upon satisfactory completion of eighteen (18) months in Grade 117, or, upon satisfactory completion of twelve (12) months if a lateral hire;
- (c) Private First Class (Grade 118) to Corporal (Grade 119) - Upon completion of twenty-four (24) months in Grade 118, maintaining satisfactory evaluations, satisfactory completion of testing, and providing a vacancy for Corporal exists.

44.4 Upon being promoted, an Officer will be placed in the next highest wage step of the new grade not less than 6% higher than the Officers current salary.

44.5 Regardless of an Officer's promotion date, all Officers will receive wage increases in accordance with 44.1 and 44.2 above.

44.6 It is recognized that the changing conditions in law enforcement may result in the need to modify evaluation criteria from time to time; however, management will provide opportunity for input from Officers when this occurs in the development of individual work plans. It is also recognized that adjustments may be made in work plans during the evaluation period during conferences between supervisors and Officers. These adjustments are normally expected to be mutually agreeable. In all cases, Officers have the right to grieve evaluation criteria.

**ARTICLE 45
WAGE REOPENER**


The Union and the Employer agree that either party may reopen the Agreement by providing notice of the intent to do so by October 1 of each year for negotiation of Wages under Article 44 for the following fiscal year.


**ARTICLE 46
DURATION OF AGREEMENT**

This Agreement shall become effective on July 1, 2020, and shall remain in full force and effect until June 30, 2023. IN WITNESS WHEREOF, the City Manager of the City of Takoma Park, the Employer, and the United Food and Commercial Workers Union, Local 400, the Union, caused the Agreement to be executed in the respective names and attested by their duly authorized officers, this ____ day of _____, _____.

THE CITY OF TAKOMA PARK:

UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 400:


Suzanne R. Ludlow Date
City Manager


Mark P. Federici Date
President

**THE CITY OF TAKOMA PARK
and
THE UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 400**

MEMORANDUM OF AGREEMENT

September 2, 2020

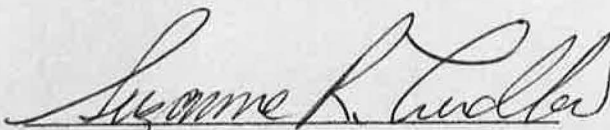
In the spirit of cooperation, and recognizing the mutual desire of the parties to come to agreement regarding amendment to the Police Employees' Retirement Plan, the parties agree as follows:

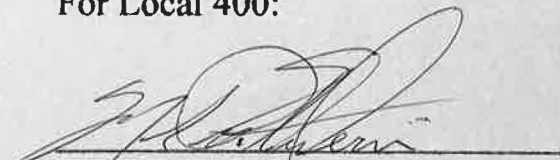
The City will prepare for legislative action by City Council amendments to the City of Takoma Park Municipal Code: (1) to permit up to three (3) years of creditable service for pre-employment military service for participants hired on or after July 1, 2001; and (2) to create a Deferred Retirement Option Program.

The parties' intent is to create a cost-neutral Deferred Retirement Option Program (DROP). Should the DROP not be cost-neutral, the parties agree to meet and confer over the terms of the DROP in order to implement changes to make the DROP cost-neutral. The parties further agree that should the DROP not be cost-neutral, no new participants will be permitted to enter the DROP.

For The City of Takoma Park:

For Local 400:


Suzanne R. Ludlow
City Manager


Mark P. Federici
Local 400, UFCW

October 23, 2020
Date

Oct. 30, 2020
Date